

MASTER CONTRACT AGREEMENT

between the

CLARION-GOLDFIELD

EDUCATION ASSOCIATION

and the

COMMUNITY SCHOOL DISTRICT

2006-2007

CONTENTS

BASIC AGREEMENT PROVISION

| | | |
|--------------|-------------------------------|-----|
| ARTICLE I | PREAMBLE..... | 1 |
| ARTICLE II | RECOGNITION..... | 1 |
| ARTICLE III | GRIEVANCE PROCEDURES..... | 1-2 |
| ARTICLE IV | EMPLOYEE RIGHTS..... | 3 |
| ARTICLE V | ASSOCIATION RIGHTS..... | 3 |
| ARTICLE VI | MANAGEMENT RIGHTS..... | 3-4 |
| ARTICLE VII | DUES DEDUCTION..... | 4 |
| ARTICLE VIII | OTHER PAYROLL DEDUCTIONS..... | 4 |
| ARTICLE IX | SEPARABILITY..... | 4-5 |
| ARTICLE X | FINALITY AND EFFECT..... | 5 |

SALARY AND BENEFITS

| | | |
|--------------|-------------------------|-----|
| ARTICLE XI | WAGES AND SALARIES..... | 5-6 |
| ARTICLE XII | SUPPLEMENTAL PAY..... | 6-7 |
| ARTICLE XIII | INSURANCE..... | 7-8 |

LEAVES

| | | |
|--------------|----------------------------------|------|
| ARTICLE XIV | SICK LEAVE..... | 8 |
| ARTICLE XV | TEMPORARY LEAVES OF ABSENCE..... | 8-9 |
| ARTICLE XVI | EXTENDED LEAVES OF ABSENCE..... | 9-10 |
| ARTICLE XVII | PROFESSIONAL LEAVE..... | 10 |

BASIC EMPLOYMENT CONDITIONS

| | | |
|---------------|------------------------------|-------|
| ARTICLE XVIII | EMPLOYEE WORK YEAR..... | 10 |
| ARTICLE XIX | EMPLOYEE HOURS AND LOAD..... | 10-11 |
| ARTICLE XX | STAFF REDUCTION..... | 11-12 |
| ARTICLE XXI | HEALTH PROVISIONS..... | 12 |
| ARTICLE XXII | SAFETY PROVISIONS..... | 12 |

PERSONNEL POLICIES AND PRACTICES

| | | |
|---------------|---------------------------|-------|
| ARTICLE XXIII | EMPLOYEE EVALUATION..... | 12-13 |
| ARTICLE XXIV | SENIORITY PROVISIONS..... | 13 |

SCHEDULES

| | | |
|--------------|--------------------------------------|-------|
| SCHEDULE I | AMENDMENT TO OBSERVATION REPORT..... | 14 |
| SCHEDULE II | SALARY SCHEDULE..... | 15 |
| SCHEDULE III | EXTRA CURRICULAR ACTIVITY PAY..... | 16-17 |

ARTICLE I: PREAMBLE

The Board of Directors of the Clarion-Goldfield Community School District, No. 99-1206, State of Iowa, hereinafter referred to as the Board, and the Clarion-Goldfield Education Association, hereinafter referred to as the Association, agree as follows:

ARTICLE II: RECOGNITION

The Board of Directors of the Clarion-Goldfield Community School District, hereby recognizes the Clarion-Goldfield Education Association, an affiliate of the Iowa State Education Association and National Education Association, as the certified exclusive and sole bargaining representative for all personnel as set forth in the PERB certification instrument (Case 128) issued by the PERB on the 13th day of June 1975, revised (Case 5018) by the PERB on the 11th day of November 1993, whether under contract, either verbal or written, on leave, or on a per diem, hourly, or class rate basis, employed or to be employed by the Board of Education of the Clarion-Goldfield Community School District. Such representation shall cover all personnel assigned to newly created professional positions unless the parties agree in advance that such positions are principally supervisory or administrative. The unit described in the above certification is as follows:

- INCLUDED:** All professional employees, classroom teachers, librarians, special education instructors, SLD resource teachers, remedial instructors, counselors, and nurses.
- EXCLUDED:** The Superintendent, principals, athletic director, audio-visual specialist, teacher aides, all non-certified personnel and all employees excluded by section 4 of the Act.
- DEFINITION:** The term "employee" as used in this agreement, shall mean all professional employees represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board. (PERB)

ARTICLE III: GRIEVANCE PROCEDURE

- A. A grievance is a claim by an employee, a group of employees, or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement. Every employee covered by this agreement shall have the right to present grievances in accordance with these procedures except where an exception is noted.
- B. The failure of an employee, a group of employees, or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal. An administrator's failure to give a satisfactory decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
- C. It is agreed that any investigation or other handling or processing of any grievance by the grievant shall be conducted so as to result in no interference with or interruption whatsoever of the Instructional process and related work activities of the administration or of the teaching staff.
 1. Steps in following Grievance Procedure:
 - a. An attempt should be made to resolve the grievance in informal, verbal discussion between the grievant and his or her principal or the person in the supervisory position in which the incident took place.

- b. If the grievance cannot be resolved informally, the grievant may file the grievance in writing, and deliver it to the principal or supervisor involved, and if so desired by the grievant, to the Association.
The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the agreement, and shall state the remedy requested. The filing of the formal written grievance must be within fifteen (15) school days from the date of occurrence of the event giving rise to the grievance. The principal, or supervisor, shall make a decision on the grievance and communicate it in writing to the grievant, the Superintendent, and if so desired by the grievant, to the Association within five (5) school days after receipt of the grievance.
 - c. In the event a grievance has not been satisfactorily resolved at step b., the grievant may file, within five (5) school days of the principal's (or supervisor's) written decision at the second step, a copy of the grievance with the Superintendent. Within ten (10) school days after such grievance is filed, the Superintendent, or his designee, shall file an answer and communicate it in writing to the grievant, the principal (or supervisor), the Board, and if so desired by the grievant, to the Association.
 - d. If the grievance is not satisfactorily resolved at step c., there shall be available a final step of impartial, binding arbitration. The grievant may submit, in writing, along with the Association, a request to the Superintendent to enter into arbitration. This request must be submitted within twenty (20) school days from receipt of answer to step c.
2. Arbitration procedures for grievances covered in this Article: The arbitration proceeding shall be conducted by an Arbitrator to be selected by the parties within five (5) school days. Should the parties fail to agree on an arbitrator, PERB will be requested to furnish a list of seven (7) arbitrators from which the parties shall select one (1) arbitrator. In the event the parties are unable to mutually agree on a selection from the list, the parties shall determine by lot as to which party shall have the right to remove the first name from the list. The party having the right to remove the first name shall do so within two (2) school days, and the other party shall have one (1) additional school day to remove one of the remaining names and the parties will then alternately strike names until one name remains. The person whose name remains shall be the arbitrator.
- D. The Arbitrator, in his opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the Superintendent, or his designee, and/or the Association and his decision must be based solely and only upon his relevant language of the Agreement. The Arbitrator so selected shall confer with the Superintendent and the Association and shall hold hearings promptly. The Arbitrator's decision shall be in writing and shall set forth his finding of facts, reasoning and conclusions on the issue or issues submitted.
 - E. Expenses for the Arbitrator's services shall be borne equally by the School District and the Association.
 - F. All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties in interest, and their designated or selected representatives.

ARTICLE IV: EMPLOYEE RIGHTS

- A. No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

ARTICLE V: ASSOCIATION RIGHTS

- A. The Association may be permitted to make use of school buildings and facilities after regular school hours for meetings. Meetings which are in whole or in part of an in-service training nature designated for improvement of instruction, discussion of curriculum or other student-school related matters may be held as soon as convenient after the departure of the students upon receiving permission from the administration. All meetings must be at hours so as not to disrupt custodial and security procedures. School owned equipment such as typewriters, mimeographing machines, duplicating equipment, calculating machines, and audio-visual equipment may be used when such equipment is not otherwise in use after receiving permission from the administration. The Association shall pay for the cost of all materials and supplies incidental to such use. The principal of the building shall be notified in advance, as early as possible, of the time and place of all such meetings in his building.
- B. The Association shall have the right to use faculty mailboxes for announcements relating to the Association and the negotiating unit. The Association shall be provided with bulletin board space in each building in areas designated for employee's use, such as teacher's lounges and workrooms, but not in areas open to the students.
- C. The Association shall be furnished on request regularly and routinely prepared information concerning the financial condition of the school including annual financial reports and the adopted budget. In addition the Board and Administration will grant requests for other readily available and pertinent information which may be relevant to negotiations and/or the processing of grievances. At no time shall the administrative staff be required to research and assemble information.
- D. The Association may have the right to hold a meeting at some time during the preschool workshop. The time and length of the meeting will be determined by the pre-school workshop committee. Affiliate representatives may be asked to speak at Association meetings.

ARTICLE VI: MANAGEMENT RIGHTS

- A. Except as expressly limited by this agreement, the employer shall have in addition to all powers, rights, authority, duties, and responsibilities conferred upon and invested in it by the laws and the Constitution of the State of Iowa, and of the United States, including, but without limiting the generality of the foregoing, the right:
 - 1. To the executive management and administrative control of the school system and its properties and facilities, and the contractual duties of its employees;
 - 2. To hire all employees, and, subject to the provision of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;
 - 3. To establish courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;

4. To decide upon the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Iowa, and the Constitution and laws of the United States.

ARTICLE VII: DUES DEDUCTION

- A. Any employee who is a member of the Association, or who has applied for membership may sign and deliver to the Association an assignment authorizing payroll deduction of Association dues, ISEA dues and NEA dues. A list of the employees desiring payroll deduction and the amount of each employee's monthly deduction must be delivered to the Board secretary on or before the 10th day of September, or the school day nearest to the 10th, if the date is on a non-school day. This list should be delivered by a designee of the Association.
- B. Authorization for deduction shall continue for one year. At the beginning of each new school year a current list of employees desiring payroll deduction shall be delivered by the Association to the Board secretary.
- C. The Board shall transmit to the Association the total monthly deduction within ten (10) school days following each regular pay period.
- D. The Association agrees to indemnify and hold harmless the Board, each individual Board member, and all administrators against any and all claims, costs, suits, or other forms of liability and all court costs arising out of the application of the provisions in the agreement between the parties for dues deduction, except as covered by bond or insurance.

ARTICLE VIII: OTHER PAYROLL DEDUCTIONS

- A. Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, insurances, or any other plans or programs jointly approved by the Association and the Board.
- B. All applications for new annuities or changes in current annuities may be delivered to the Board secretary at anytime.

ARTICLE IX: SEPARABILITY

- A. Should any Article, Section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that Article, Section or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining Articles, Sections and clauses shall remain in full force and effect.

- B. The cost of printing copies of the Agreement shall be equally borne by the parties. Copies shall be provided for each certified employee, for each member of the administrative staff, each new teacher, and for each Board member. Thirty (30) additional copies shall be printed and made available to the Board and the Association, on an equal basis, for exchange with other groups and to be available for new teachers and Board members. The format shall be determined by mutual agreement of the parties.
- C. Whenever any notice is required to be given by either of the parties to this Agreement, either party shall do so by letter to the Board secretary or Association president.
- D. The Association president shall be provided a copy of the Minutes of the Board meetings.

ARTICLE X: FINALITY AND EFFECT

- A. This Agreement constitutes the entire agreement between the parties, and concludes collective bargaining for its term. This Agreement shall remain in full force and effect from August 15, 2006 and shall continue in effect until midnight on August 14, 2007, with compensation issues negotiated after the first year for FY2006, and shall automatically continue in effect from year to year thereafter unless either party gives the other party written notice of its desire to modify or terminate this Agreement.

ARTICLE XI: WAGES AND SALARIES

- A. The salary of each employee covered by the regular salary schedule is set forth in Schedule II.
- B. Each employee shall be placed on his/her proper step of the salary schedule as of the effective date of this Agreement and in accordance with paragraph C below. Any employee who begins teaching on or before the second semester of the school year shall be given full credit for one (1) year of service toward the next increment step for the following year. Initial placement on a particular lane of the salary schedule will be determined by the board or its designee.
- C. Credit up to and including the tenth (10th) step of any salary level on the employee Salary Schedule may be given for previous teaching experience obtained in a duly accredited school upon initial employment. This clause shall not be made retroactive to any teacher presently employed.
- D. Employees on the regular salary schedule shall be granted one (1) increment or vertical step on the schedule for each year of service until the maximum for their educational classification is reached. The Board reserves the right to withhold the increments for just cause when services of a teacher do not meet legal requirements or he/she is performing in an unsatisfactory manner, based on evaluation records.
- E. Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall move to the corresponding eligible step on the higher lane. For an employee to advance from one educational lane to another, he/she shall file suitable evidence of additional credit with the Superintendent by September 15 of the school year in which the advance is to become effective. If an employee will become eligible for an advance at the beginning of the second semester, he/she shall notify the Superintendent as soon as suitable evidence for the advancement is available, but not later than the end of the first semester.

- F. Employees shall be paid in twelve (12) equal installments on the twentieth (20th) of each month. When a pay date falls on or during a vacation, weekend or school holiday, employees shall receive their checks on the last previous working day. Employees who are new in the Clarion-Goldfield School System may, at their option, elect to receive fifty percent (50%) of the first salary installment after completion of the first ten (10) work days of employment. The balance of the first salary installment shall then be paid on the regular pay date. Summer checks shall be mailed to the address designated by the employee.
- G. Extended contracts, contracts extending beyond 191 work days, shall be arranged between the individual employee and the Board.
- H. Each retiring employee shall have the option of receiving all of his/her earned contracted salary on the last pay period of the employee's individual contract. The retiring employee shall notify the Superintendent of his/her retirement plans at least forty school days before retiring or by March 1. Other arrangements for final payments of contract salary may be mutually agreed upon.
- I. Employees shall be paid at the rate of \$16.00 per hour for all work performed pursuant to the District's Phase III Plan.
- J. Teacher Compensation Allocation: Calculations of this supplement will be made as soon as possible when staffing is completed for the school year. Funds will be dispersed after the arrival of each State payment within two (2) pay periods, but not less than 45 days.
- K. Beginning Teacher: Mentoring and Induction Program Wages.
Instructional Mentor: An instructional Mentor shall mentor no more than one beginning teacher each semester unless mutually agreed to by the mentor and district. Each Instructional Mentor shall receive \$500.00 per semester for mentoring each beginning teacher.
- L. Faculty who teach dual credit classes (college or technical) during the school day, shall be eligible for a stipend per student. Stipends shall equal one-third (1/3) of the supplemental weighting per student, inclusive of IPERS and FICA. Dual credit stipends are contingent upon continued state funding of supplemental weighting for dual credit classes.
Dual credit classes taught during the academic year before or after school will be compensated by the community college, college or university under a separate, adjunct contract, with the college or university. Dual credit classes shall support the high school course offerings and not compromise the regular education program. Minimum class sizes and class offerings shall be determined by the administration.

ARTICLE XII: SUPPLEMENTAL PAY

- A. The Board and the Association agree that the extra-curricular activities listed in Schedule III, are official school-sponsored activities covered by school insurance.
- B. Employee participation in extra-curricular activities which extend beyond the regularly scheduled in-school day shall be compensated according to the rate of pay or other stipulations in Schedule III.
- C. Inability to continue to participate in the extra-curricular program of the school shall not be the sole cause to negate or alter the employee's regular salary contract.
Extra-curricular program as referred to in this paragraph shall be limited to include only and solely the activities listed in Schedule III.
- D. Employees who may be requested to use their own automobiles in attendance of approved professional meetings and field trips shall be reimbursed at the rate provided per mile.
Automobiles used for field trips or other related school activities approved by the Board shall be covered by liability insurance.
- E. Employees shall be paid \$18.00 for each extra duty occasion. If the district experiences difficulty assigning workers for events, the Athletic Booster Club, PTA, Music Boosters or other groups may be contacted to work events on a fund raiser basis and paid at the per event stipend.
Compensated extra-duty shall be determined by the Board upon the recommendation of the Administration.

Such occasions shall include:

- Ticket selling and taking
- Scoring and timing at athletic events
- Operating P.A. system (Football and Wrestling only)
- Supervision of students at home events
- Other assigned duties

Chaperoning bus trips shall be paid \$30.00 per trip.

The assignment of such duties shall be distributed as equitably as possible. The work schedule set up by the Superintendent or his designee shall be final and not subject to Grievance Procedure. Not included are assigned duties at tournaments and track meets. Working assigned duties at these events shall be considered as a contribution for which season passes for all athletic events will be given to professional employee and spouse. Single teachers are entitled to bring one guest.

ARTICLE XIII: INSURANCE

- A. Health and Major Medical. Group health and accident insurance premiums may be deducted from the salaries of personnel members. The School District shall contribute the full amount of the premium for the employee. The School District will contribute one hundred thirty dollars (\$130.00) per month toward the cost of a family, employee/spouse or employee/child(ren) plan. The amount of insurance toward which the School District shall contribute shall be determined annually. (Chap. 509.1). Any change in present policy coverage or contemplated change of carrier shall be reported to the Association before going into effect. The Board may adopt a policy of self-funded insurance containing no loss of benefits from present coverage upon notification to the Association. (90/10 Patient Care Network)
- B. Dental A dental insurance plan will be provided by the School District for single and family units. The School District will provide the full amount of the premium for employees not to exceed fifteen (15) dollars per month. The School District will contribute fifteen (15) dollars per month toward the cost of a family plan. To be eligible for Dental family plan employees must be on the Health and Major Medical family plan.
- C. Disability. One hundred percent (100%) of disability insurance premiums shall be paid by the District.
- D. Worker's Compensation. Each employee shall be covered by worker's compensation paid for by the District. At the employee's option, the district shall supplement worker's compensation benefits for full rate of pay. Deduction of sick leave shall be done in accordance with state law.
- E. School Liability. All employees shall be covered by a school financed liability insurance covering school-related performance of duties.
- F. Life. Each employee shall be covered by a term life insurance program paid for by the School District that provides a death benefit of twenty thousand dollars (\$20,000) to the employee's beneficiary.
- G. The Board provided insurance shall be for twelve (12) consecutive months. Employees new to the District shall be covered by the Board-provided insurance as soon as legally possible.
- H. The employer shall provide each employee a description of the insurance coverage provided herein at the time of issuance of contracts, if possible, or at the pre-school workshop, but no later than the 1st day of October.

- I. Employees on paid leave, or employees absent beyond the accrued sick leave benefits because of illness or injury shall continue the insurance benefits throughout the balance of the school year. Employees on non-paid leave for one month or longer and those on board approved extended leaves due to illness for more than a school year, shall have the option to continue any or all of the employer paid programs by paying the total premiums themselves to the employer if it is acceptable to the insuring company to retain such employees in the covered group.

ARTICLE XIV: SICK LEAVE

- A. All employees shall be granted leaves of absence for personal illness or injury with full pay at the rate of fifteen (15) days per year. The amounts shall apply only to years employment in the Clarion-Goldfield Community School District and unused portions shall be cumulative to a total of ninety (90) days. The Board may in each instance require such reasonable evidence as it may desire confirming the necessity for such leave of absence.
- B. Each employee, with at least ten (10) years of service in the Clarion-Goldfield Community School District, shall be reimbursed after retirement, including early retirement, \$25.00 for each unused sick day.

ARTICLE XV: TEMPORARY LEAVES OF ABSENCE

- A. Up to five (5) days of leave with pay shall be granted at any one time in the event of death of an employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent or grandchild, aunt or uncle. Up to five (5) days of leave with pay per year shall be granted in the event of serious illness or injury of an employee's spouse, child, parent, or a member of the immediate household. Employees may use such leave for medical appointments that require travel and/or cannot be scheduled at any other time. The Board may in each instance require such reasonable evidence as it may desire confirming the necessity for such leave of absence.
- B. Employees shall be granted two (2) days of paid personal leave per year upon request and subject to conditions set forth in Section F. Such personal leave shall not be scheduled prior to, or immediately after a holiday or vacation recess or during non-student contract days. However, under special or unusual conditions the Superintendent may grant an exception and permit such leave. The decision of the Superintendent is final and shall not be subject to grievance.
- C. Employees shall be granted one (1) day of business leave per year with pay upon request. This leave shall be limited to business which cannot be conducted except at that time. Matters considered suitable for business leave would be such as settling estates, or other mandatory legal appearances, transporting members of the immediate family to medical facilities, educational institutions or public transportation facilities, death of a friend or relative not included in paragraph A above, and attending to physical and psychological problems of a member of the immediate family. Matters not considered as reasons for business leave would be time needed for work at home or other locations such as spouse's business place or office, activities which are recreational in nature, or shopping. Such leave shall not be scheduled prior to, or immediately after a holiday or vacation recess. However, under special or unusual conditions the Superintendent may grant an exception and permit such leave. The decision of the Superintendent is final and shall not be subject to grievance.
- D. In the absence of extraordinary circumstances employees shall be excused for jury duty. In order that no employee shall suffer financial loss because of such absence, the difference between his/her normal salary and the compensation received, exclusive of mileage, for jury duty shall be paid. If employee is relieved of jury duty in the county seat of Wright County before noon, he/she shall return to work.

- E. Temporary leaves of absence without pay may be granted by the Superintendent upon written request by the employee. A temporary leave of absence may not be for more than one year but may be extended at the Superintendent's discretion upon written request by the employee. An employee requesting a one year leave of absence should make this request known to the Superintendent not later than February 15th. An employee on a one-year leave of absence shall notify the Superintendent in writing of his/her intent for the next school year not later than February 15th. Failure to notify the Superintendent may be cause for termination of the employee's leave of absence privileges.
- F. The employees shall give 48 hours notice to the building principal when temporary leave is to be taken. In cases of emergency such notification shall be given as soon as possible.
- G. Other leaves of absence with pay may be granted at the discretion of the Administration or the Board if all applicable leaves have been used. This discretionary leave is not subject to the Grievance Procedure.
- H. Any authorized delegate to a unit, state or national Association meeting will, without loss of pay, be granted a total of two (2) days annually to attend such meetings. The Association pays for the substitute.
- I. In case of absence not covered by sick leave or other leave, one day's wage shall be deducted.

ARTICLE XVI: EXTENDED LEAVES OF ABSENCES

Maternity Leave

- A. The employee shall notify the Board as soon as the employee foresees any necessity to alter employment commitments as a result of pregnancy or adoption plans. If differences of opinion exist regarding ability to continue duties, such shall be resolved by a written statement from the employee's physician.
- B. The employee shall return to previously assigned full-time duties upon submission of a written statement from the attending physician certifying physical and mental fitness to resume such duties. Upon returning to duty, the employee shall assume all previous rights and privileges.
- C. An employee shall be entitled to all raises and increments upon return if the employee serves ninety (90) or more days of the school year. This 90-day period need not be continuous.
- D. Maternity leave shall be regulated by the sick leave provisions of Article XIII. Maternity leave shall be utilized on a medically necessary basis. If the attending physician determines the mother medically requires more than the customary six weeks of rehabilitation after child birth, she will then be eligible for sick leave. Upon request, an employee shall be granted leave up to a combined total of twelve (12) weeks of sick leave and Family and Medical Leave, according to the Family and Medical Leave Act.
- E. If there is disagreement as to the ability of the employee to properly perform the employee's duties because of pregnancy or after childbirth, the District may seek the opinion of a local physician other than the employee's physician. If disagreement continues, a third physician may be selected by mutual agreement of the employee's physician and the Board's physician and asked for an opinion. If preferred by the physicians the County Medical Society may be asked to recommend a neutral physician to give an opinion. The opinion of the physician selected shall be final and the disagreement shall not be continued by any grievance procedures.

Family Illness:

- A. Leaves of absence without pay for up to one year for serious illness or accident within the immediate family shall be judged on an individual basis in each case and shall be at the discretion of the Board, upon the recommendation of the Administration.

ARTICLE XVII: PROFESSIONAL LEAVE

Employees shall be granted one professional leave day per year with pay to attend conferences, workshops, conventions, or seminars conducted by colleges, universities, or other educational institutions or organizations. No more than two employees shall be granted this leave on the same day. If it can be shown that two individuals are unable to cover presentations which support school improvement efforts, the administration may allow additional employees to attend.

Other professional leave days with pay may be used for visitation to view other instructional techniques or programs. The employee planning to use a professional leave day shall notify his/her principal at least one week in advance of his/her absence.

The employee planning to use a professional leave day shall notify his/her principal at least one week in advance of his/her absence. Approval of professional leave requests shall be based on support of district school improvement efforts with the understanding the administrator will schedule an opportunity for sharing with colleagues.

ARTICLE XVIII: EMPLOYEE WORK YEAR

- A. The contract year 2006-2007 shall each be for one hundred ninety-one (191) days including six (6) in-service days and five (5) paid holidays. The contract years shall run from August 15, 2006 through midnight on August 14, 2007.
- B. The in-school work year for employees shall include the following holidays: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, and Memorial Day. No employee shall be required to perform duties on any of the above days unless previously agreed to by the employee. (See salary schedule.)
- C. The Superintendent shall have the responsibility for developing the school calendar to be recommended to the Board, and may request recommendations from the Association. The school calendar shall be approved before issuing of personnel contracts and shall be considered as an official part of these contracts. A copy of the calendar shall be included with each contract.

ARTICLE XIX: EMPLOYEE HOURS AND LOAD

- A. Except as herein provided, teachers are to be available in their buildings or work areas by 8:00 a.m. in the Clarion attendance centers, 7:45 a.m. in the Goldfield Elementary, and shall be available in the building or work area until 4:00 p.m. in the Clarion attendance centers, 3:45 p.m. in the Goldfield Elementary. On Fridays or on days preceding holidays or recesses, the employee's day shall end upon the departure of the student busses, from their respective building. Special events may require alterations of dismissal times by the Administration. Attendance Center Steering Committees may adjust the starting times and ending times to maximize the schedule to accomplish tasks associated with curriculum development and planning. Attendance Center Steering Committees shall be established at each attendance center by building principals to facilitate Site Based Decision Making. Composition of the Committee shall include the building principal and a minimum of two C-GEA representatives. The building principal may include other staff on the Committee, however, the C-GEA shall maintain a majority membership.
- B. Teachers may leave the building during their preparation period or other unassigned time to attend to incidental business that cannot be performed at other times, upon notifying the principal of their destination.
- C. Each classroom teacher shall have preparation time during the school day. Employees shall not be assigned other involuntary duties during this preparation time.

- D. Employees shall have a daily, uninterrupted, duty-free lunch period of at least twenty-two (22) minutes.
- E. Employees may be required to remain after the end of the regular work day without additional compensation, for the purpose of attending faculty meetings totaling one (1) hour each month. If additional time is needed, students shall be dismissed early. In the event it is more convenient to hold faculty meetings in the morning, these shall be in lieu of the after school faculty meeting. Such meetings shall not begin earlier than thirty (30) minutes prior to the beginning of the employees regular reporting time. If an attendance center elects to adjust the working hours, the meetings addressed in this section shall be conducted within the morning or afternoon block of time. For example, if the high school elects to adjust working hours to 7:30 A.M. to 3:30 P.M., the meeting shall be scheduled within the morning block. If the Goldfield Elementary elects to adjust working hours to 8:15 AM to 4:15PM, the meeting shall be scheduled within the afternoon block.

ARTICLE XX: STAFF REDUCTION

In the event the Employer determines that it is necessary to have a reduction in staff, the Employer shall attempt to accomplish such by attrition. In the event that necessary staff reduction cannot be accomplished by attrition, the following procedure shall be followed in the order listed:

- A. Layoffs will be made within the following categories: Preschool-5,6-8 and 9-12.
- B. The District's needs to maintain instructional programs.
- C. Employees with emergency or temporary certification.
- D. Provided the teachers in the District are of relatively equal skill, ability, competence, and qualification, as established through evaluation, to do the available work, contract renewals will be given to the teacher(s) with the greater full-time continuous service in the District. Full-time continuous service begins on the first day of active duty, not the day of contract signing. If teachers to be reduced are in the same teaching area, same length of service and relatively equal in evaluations, the teacher retained will be determined by the administration. Should a teacher's relative skill, ability, and competence be such that he/she is retained over more senior teachers or is dismissed before less senior teachers, the burden of proof shall be upon the administration based on evaluations.
- E. Employees who are Reduced in Force will be notified in writing by the Board through the Superintendent. Employees who are dissatisfied with the decision of the Board may request in writing within five (5) calendar days, a private hearing with the Board, pursuant to the provisions of Section 279.13, etc. Code of Iowa.
- F. Once the decision as to the teacher(s) who is (are) to be reduced has been made, the parties shall follow the procedures spelled out in Sections 279.13 of the Iowa Code.
- G. Recall. Any employee laid off pursuant to the policy shall have recall rights to any position for which he/she is qualified by DE certification and experience for two (2) years from the effective date* of his/her layoff, and shall be recalled to available positions in such professional categories in inverse order of the layoff. Teachers desiring to be on recall shall notify the Superintendent by June 1 following notice of termination. Teachers on recall will keep the Superintendent's office notified of any address and telephone number change.
The offer of a recall to a position shall be sent by certified mail and shall be accepted or rejected within ten (10) calendar days of receipt. The staff member must be prepared to assume the position within thirty (30) calendar days (or the beginning of the school year) after the date of acceptance. Failure on the part of the staff member to meet either of these requirements will result in loss of recall rights.
*Effective date is the last day of employment by the individual contract, excluding extended contracts and extra-curricular contracts.

The thirty (30) days requirement may be extended by the Superintendent. The administration shall provide written notice to each teacher being considered for reduction or realignment no later than March 1. Any employee re-employed by exercising his/her recall rights shall be given full salary, related benefits, and experience in the District as at point of layoff.

Any employee who resigns or is laid off by request of the Board, as prescribed under 279.13 of the Code of Iowa for reasons of staff reduction shall be accorded the recall rights as stated above unless specifically waived in writing. Resignations for reasons other than staff reduction do not have recall rights. The Association may obtain a current list of employees laid off and a list of employees who have retained recall rights after June 1 of each year. A teacher who signs a continuing contract with another school district forfeits all recall rights of this Agreement. If a teacher signs a teaching contract with another school district, with the hiring district's knowledge that such contract is for one (1) school year or less, said teacher does not forfeit recall rights with the Clarion-Goldfield School District. Any teacher who has signed a contract with another school district for one (1) year or less will not be recalled by Clarion-Goldfield School District until said teacher has fulfilled his/her contract. Any teacher who signs a teacher contract with another school district shall immediately notify the Clarion-Goldfield Superintendent, in writing, of such signing and to the type of contract signed.

ARTICLE XXI: HEALTH PROVISIONS

- A. Physical examination shall be required of all certified personnel upon their initial appointment. Forms for examinations shall be provided by the School District and the cost, as determined by agreement with the Clarion-Goldfield Medical Doctors, shall be borne by the School District. Thereafter, physicals are required every three years on the above terms. Teachers shall be given written notice during the spring prior to such required examinations. Personnel whose physical well-being may be in doubt in the opinion of the Administration, shall present satisfactory examination results once a year on the above terms.
- B. The following relates only to tuberculin tests upon verification that an x-ray is required. The School District shall pay the cost of said x-ray, if not covered by health insurance.

ARTICLE XXII: SAFETY PROVISIONS

- A. Employee attendance shall not be required whenever student attendance is not required due to weather such as blizzards, i.e., where driving conditions are dangerous. If said time is not made up, employee shall not have any part of salary deducted from contract. Early dismissals due to excess heat will be utilized as work sessions, in the absence of students. Employees will be provided an air conditioned setting in the same town of each attendance center.

ARTICLE XXIII: EMPLOYEE EVALUATION

- A. The Board shall hire and employ only the most qualified professional personnel on the staff. The administrative staff shall continuously evaluate the services of the professional personnel for the improvement of instruction, and to be aware of classroom procedures and instructional capabilities of the teacher, and for the retention, reduction or termination of staff.
- B. The classroom teaching performance of regular first and second year classroom teachers shall be formally evaluated with the Comprehensive Evaluation developed by the Iowa Department of Education a minimum of twice each school year. Beyond their second year of service, classroom teachers will be formally evaluated a minimum of once every two school years with the evaluation tool adopted by the district.

- C. Within two (2) weeks after the beginning of a new employee's classroom teaching, the building principal shall acquaint him (her) with the evaluation procedures and instruments. Within four (4) weeks after classroom teaching has begun, the building principal shall have acquainted all professional employees under his/her supervision with evaluation procedures. Such evaluation shall be based upon an evaluation instrument which has been reviewed by the Association.
- D. All formal observations of an employee shall be conducted with full knowledge of the employee. First and second year employees shall be notified one (1) day in advance of the first planned formal observation. Subsequent observations may be made at the discretion of the administration, or at the invitation of the employee.
- E. Results of each formal observation provided for in Section B above shall be in writing, with a copy to be given to the teacher, and shall be preceded by an in-class observation of the teacher's performance of at least twenty (20) minutes.
- F. The evaluator shall have a meeting with the teacher within five (5) school days following each formal classroom observation and prior to the submission of the written evaluation report to the Superintendent.
- G. The teacher shall have the right to submit an explanation or other written statement regarding the evaluation for inclusion in his (her) personnel file. This statement shall be attached to the written evaluation report prior to its submission to the Superintendent. (Schedule I)
If any adverse information other than that described above is to be placed in the employee's file, the employee will be made aware of said information and that it is being placed in his/her file. The file copy shall be signed by both parties. If the employee desires, he/she shall receive a copy of the information. If the employee feels said information is incomplete, inaccurate, or unjust, he/she may put his/her objections in writing to be attached to said information to be placed in his/her file.
If the employee desires, a formal conference shall be held within six (6) school days following an informal discussion of the adverse information. At the conference, the employee shall be provided with a copy of District rules, policy, if any, related to the adverse information.
- H. Each employee shall have the right to review the contents of his/her personnel file, subject to limitation of HF 2405, Chapter 91B of the Code of Iowa.
 - 1. The employer and employee must mutually agree on the time at which the employee may access the records, and an employer representative must be present at that time. A representative of the Association, at the employee's request, may accompany the employee in this review. Confidential recommendations may be withdrawn from the file at time of review;
 - 2. Employees are not allowed access to employment references written on the employee's behalf;
 - 3. Employers may charge reasonable fees up to \$5.00 for copies made.

ARTICLE XXIV: SENIORITY PROVISIONS

- A. Seniority shall be defined as the relationship between professional employees based on years of continuous service in the Clarion-Goldfield Community School District from first day of duty excluding extra-curricular or extended contract duties.
- B. When two or more teachers desire the same curricular or extra-curricular position, and skill, ability, qualifications, and subject matter competence are equal in the judgment of the Administration, as established by evaluation, seniority will prevail in the making of the assignment.

SCHEDULE I

Employee's Amendment to Classroom Observation Report

1. Observing Supervisor _____

2. Observed Teacher _____

COMMENTS:

Date _____

Employee's Signature

Observing Supervisor

Salary Schedule (Schedule II)

| Base Salary | | 2006-2007 | | | | | | Extra: | \$25,995 |
|--------------------|----------|-----------|----------|----------|----------|----------|----------|----------|----------|
| Step/Lane | BA | BA+10 | BA+20 | BA+30 | MA | MA+10 | MA+20 | PhD/EdD | |
| 1 | \$25,995 | \$27,035 | \$27,815 | \$28,075 | \$28,854 | \$29,634 | \$30,414 | \$31,194 | |
| 2 | \$27,035 | \$28,075 | \$28,854 | \$29,114 | \$29,894 | \$30,674 | \$31,454 | \$32,234 | |
| 3 | \$28,075 | \$29,114 | \$29,894 | \$30,154 | \$30,934 | \$31,714 | \$32,494 | \$33,274 | |
| 4 | \$29,114 | \$30,154 | \$30,934 | \$31,194 | \$31,974 | \$32,754 | \$33,534 | \$34,313 | |
| 5 | \$30,154 | \$31,194 | \$31,974 | \$32,234 | \$33,014 | \$33,794 | \$34,573 | \$35,353 | |
| 6 | \$31,194 | \$32,234 | \$33,014 | \$33,274 | \$34,053 | \$34,833 | \$35,613 | \$36,393 | |
| 7 | \$32,234 | \$33,274 | \$34,053 | \$34,313 | \$35,093 | \$35,873 | \$36,653 | \$37,433 | |
| 8 | \$33,274 | \$34,313 | \$35,093 | \$35,353 | \$36,133 | \$36,913 | \$37,693 | \$38,473 | |
| 9 | \$34,313 | \$35,353 | \$36,133 | \$36,393 | \$37,173 | \$37,953 | \$38,733 | \$39,512 | |
| 10 | \$35,353 | \$36,393 | \$37,173 | \$37,433 | \$38,213 | \$38,993 | \$39,772 | \$40,552 | |
| 11 | \$36,393 | \$37,433 | \$38,213 | \$38,473 | \$39,252 | \$40,032 | \$40,812 | \$41,592 | |
| 12 | \$37,433 | \$38,473 | \$39,252 | \$39,512 | \$40,292 | \$41,072 | \$41,852 | \$42,632 | |
| 13 | \$38,473 | \$39,512 | \$40,292 | \$40,552 | \$41,332 | \$42,112 | \$42,892 | \$43,672 | |
| 14 | | \$40,552 | \$41,332 | \$41,592 | \$42,372 | \$43,152 | \$43,932 | \$44,711 | |
| 15 | | \$41,592 | \$42,372 | \$42,632 | \$43,412 | \$44,192 | \$44,971 | \$45,751 | |
| 16 | | \$42,632 | \$43,412 | \$43,672 | \$44,451 | \$45,231 | \$46,011 | \$46,791 | |
| Longevity \$550 | \$39,023 | \$43,182 | \$43,962 | \$44,222 | \$45,001 | \$45,781 | \$46,561 | \$47,341 | |

SCHEDULE II (Cont.)

1. A base salary of \$25,995 shall be set into the 2006-2007 index salary schedule.
2. A Longevity payment of \$550 will be paid annually to individuals after step 16.
3. All extra curricular pay shall be in the same amounts and where applicable, on the current base salary.
4. The contract year for 2006-2007 for salary and 2006-2007 for language shall be for one-hundred ninety-one (191) days including six (6) in-service days and five (5) paid holidays, each year.
5. The salary of the school nurse shall be eighty (80) per cent of the B.A. column of the salary schedule. Step placement on the salary schedule will be determined by the number of years in the Clarion-Goldfield School System. The BSN will be recognized on the salary schedule at 100%.

SCHEDULE III: EXTRA CURRICULAR ACTIVITY PAY

Qualified teachers shall receive remuneration in the amounts shown below set by the current salary schedule base when they perform the following duties:

1. Concession Sponsor.....\$1,500
2. Speech.....\$500
3. Junior-Senior Prom (each).....\$250
4. Yearbook Sponsor.....\$1,000
5. Girls High School Basketball Chaperone.....\$250
6. Girls High School Volleyball Chaperone.....\$200
7. Spanish Club Sponsor.....\$400
8. Summer Weight Lifting.....\$500
9. Academic Sponsor.....\$300
10. Student Senate.....\$250

MUSIC & DRAMA DIRECTORS SALARY

| <u>Tenure in the Clarion-Goldfield School</u> | <u>1-2 years</u> | <u>3 years and over</u> |
|---|------------------|-------------------------|
| Band Concerts, Marching and Pep Band | 12% | 14% |
| Vocal Concerts and Musicals | 11% | 13% |
| Jr. High Band Director | 3% | 4% |
| Jr. High /Elem Vocal Director | 3% | 4% |
| Drama Director | 2% | 3% |

**SCHEDULE III: EXTRA CURRICULAR ACTIVITY PAY (Cont.)
COACHES SALARY**

| <u>Tenure in the Clarion-Goldfield School</u> | | <u>1-2 years</u> | <u>3 years and over</u> |
|---|---------------------------|------------------|-------------------------|
| A. | Major Head Coach | 14% | 15% |
| | Football | | |
| | Volleyball | | |
| | Boys Basketball | | |
| | Girls Basketball | | |
| | Wrestling | | |
| B. | Minor Head Coach | 10% | 11% |
| | Boys Track | | |
| | Girls Track | | |
| | Baseball | | |
| | Softball (Summer) | | |
| | Cross Country | | |
| C. | Major Assistant Coach | 9% | 10% |
| | Football | | |
| | Volleyball | | |
| | Boys Basketball | | |
| | Girls Basketball | | |
| | Wrestling | | |
| D. | Minor Assistant/Head Golf | 7% | 8% |
| | Head Boys Golf | | |
| | Head Girls Golf | | |
| | Boys Track | | |
| | Girls Track | | |
| | Baseball | | |
| | Softball (summer) | | |
| E. | Cheerleading Sponsor | 5% | 6% |

- F. Head coaches of their respective sport will assign assistant coaches to coaching assignments with the athletic director, respective building principal, and the Superintendent of schools. Coaches assigned to middle school positions will coach the same number of days as an assistant varsity coach. For example, Middle School Football coaches will assist the varsity football team, prior to and following the Middle School season.

The Superintendent of schools shall determine the number of coaches hired for each sport.

Recommendations may be requested of each head coach, athletic director, and respective building principal, concerning the desirable number of coaches. The decision of the Superintendent will be considered final and not subject to grievance.

Assistant coaches are not eligible to replace the head coach during staff reduction, Article XIX, letter B, is interpreted to exclude the order to maintain programs.